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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

IMAGE COMICS, INC.

Plaintiff,  
v.

HARRY N. ABRAMS, INC.

Defendant.

CASE NO. C 06 2359 WHA

**STIPULATION AND [PROPOSED]  
ORDER FOR DISMISSAL OF  
DEFENDANT HARRY N. ABRAMS,  
INC. WITH PREJUDICE**

Plaintiff Image Comics, Inc. ("Image") and defendant Harry N. Abrams, Inc. ("HNA"), by and through their counsel of record, hereby stipulate to the dismissal of HNA from this action with prejudice. Image and HNA have signed a confidential Settlement Agreement and Mutual General Release (the "Agreement") resolving the dispute between them. Image and HNA further agree that the Honorable William H. Alsup will retain jurisdiction to resolve any future claims relating to the enforcement or breach of the Agreement. Each side shall bear its own attorneys' fees and costs incurred herein.

SO STIPULATED.

DATED: June 2, 2006

CROWELL & MORING

By: /s/ Christine E. Cwiertny \_\_\_\_\_  
 R. Scott Feldmann, Esq.  
 Christine E. Cwiertny, Esq.  
 Attorneys for Plaintiff  
 Image Comics, Inc.

DATED: June 2, 2006

FLASTER GREENBERG P.C.

By: /s/ Jordan A. LaVine \_\_\_\_\_  
 Jordan A. LaVine, Esq.  
 Attorneys for Defendant  
 Harry N. Abrams, Inc.

### ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED that defendant Harry N. Abrams, Inc. is dismissed from the above entitled action with prejudice and that the Court will retain jurisdiction to resolve any claims relating to enforcement or breach of the Settlement Agreement and Mutual General Release. Each side to bear its own attorneys' fees and costs incurred herein.

IT IS SO ORDERED.

DATED: June 4, 2006



William H. Alsup